

ESTTA Tracking number: **ESTTA679460**

Filing date: **06/22/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91209194
Party	Plaintiff Puckmaster LLC
Correspondence Address	JAMES T NIKOLAI NIKOLAI & MERSEREAU PA 900 2ND AVE S , STE1550 MINNEAPOLIS, MN 55402 UNITED STATES jim.nikolai@nm-iplaw.com, bonnie.ryan@nm-iplaw.com, april.nelson@nm-iplaw.com
Submission	Motion to Suspend for Settlement Discussions
Filer's Name	James T. Nikolai
Filer's e-mail	jim.nikolai@nm-iplaw.com,bonnie.ryan@nm-iplaw.com,april.nelson@nm-iplaw.com
Signature	/James T. Nikolai/
Date	06/22/2015
Attachments	LTF - JTN - TTAB.Settlement.pdf(450184 bytes)



NIKOLAI & MERSEREAU^{PA}
ATTORNEYS AT LAW

June 22, 2015

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

Re: Puckmaster LLC v. 5 Continent, Inc.
Trademark Opposition No. 91209194
Our File No. 20120315

Dear Sir or Madam:

We are pleased to report that the owners of Puckmaster LLC (namely Big Son Holdings LLC and Charles Arnold) entered into a settlement agreement with the Applicant 5 Continent, Inc. which resolves the above-referenced opposition proceeding. Specifically, under the terms of the settlement, the Applicant agreed to withdraw its trademark application for the PUCKMASTER mark by July 31, 2015.

In view of the settlement which has been reached, and to give Applicant time to meet its obligations under the settlement agreement, it is respectfully requested by Opposer that the subject opposition proceedings be suspended. A copy of the Settlement Agreement is enclosed.

Sincerely,

NIKOLAI & MERSEREAU, P.A.

James T. Nikolai

JTN/acn
Enclosures
Cc: Todd Garamella

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Big Son Holdings, LLC and
Charles Arnold

Plaintiffs,

vs.

Court File No.: 27-CV-15-38

5 Continent Distributing LLC,
5 Continent, Inc. and Todd Garamella

Defendants

SETTLEMENT AGREEMENT

This matter was mediated on June 19, 2015, Allen Oleisky serving as mediator.
The case was settled upon the following terms and conditions.

- 1- Plaintiff to pay Def's \$15,000
by July 31, 2015 to ~~Beck~~ DAC 117
of ~~Beck~~ ~~Beck~~ - payable by certified funds
a LAWYER'S TRUST FUND CHECK
- 2- Def's agree to remove all such
Master.net website from public
domain and not to establish
any website using ~~Beck~~ ^{public name} name
~~Beck~~ or refer to Metal BAQUETTA

- 3- Def agree not to use pickmaster name or ~~other~~ or emblem and logo + any other intangible asset
- 4- Def agree to withdraw trademark application for pickmaster by 7-31-2015.
- 5- Def agree to dismiss any claims related ~~related~~ ^{to} Charles Arnold's employment with Dunlop or anyone
- 6- Def agree that Charles Arnold and ~~his son~~ Big Son Holding are good faith transference and
- 7- took title to pickmaster asset free and clear of def's right to collect ~~proceeds~~ ^{proceeds} \$336.9 - 6/17 purchase

The parties will execute [mutual] releases and Plaintiff's counsel will execute an appropriate dismissal with prejudice and cause it to be filed with the Court.

The Mediator will notify the Court of the fact that this case has been settled.

- 8- Mediator to be bound arbitrator of interpretation of this agreement
- 9- primarily party ~~was~~ entitled to all fees in enforcing this agreement

This is a binding and enforceable agreement and contract. Pursuant to Minnesota Statutes Section 572.35, the parties are hereby advised that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a settlement agreement may adversely affect their legal rights; and (c) they should consult with an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

Dated: June 19, 2015

616 son HOLDING ~~LLC~~ LLC

✓ CCCC Owner

x CCCC

x [Signature]

[Signature]
Amber Proctor 0389267

[Signature]
David M. Burns 0337869

5 content DISTRICTIVE → [Signature]
LLC -

5 content Assoc. → [Signature]
x Barbara Garamella

CHAIR

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of:

Application Serial No. 85/690,558

For the mark: PUCKMASTER

Published in the Official Gazette on January 8, 2013

Puckmaster, LLC,

Opposer,

Opposition No. 91209194

v.

5 Continent, Inc.,

Applicant.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the following documents:

1. Letter to the TTAB; and
2. Certificate of Service.

were served upon Todd J. Garamella, 5 Continent Inc., 5775
Wayzata Blvd., Suite 700, Minneapolis, MN 55416,
tgaramella@5Continent.net by E-mail and First Class Mail this
22nd day of June, 2014.



April C. Nelson